

AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT
27917 4
FOR SWAN MEADOW VILLAGE

THIS AGREEMENT is made and entered into this 31st day of May, 1984, by and between the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the "County", and Shelter America Corporation, a Colorado corporation, hereinafter referred to as the "Applicant."

JUN 13 10 11 AM '84
COLLEEN RICHMOND

WHEREAS, the Applicant is the owner of the real property located in Summit County, Colorado, particularly described in attached Exhibit A hereto and hereinafter referred to as the "Property";

WHEREAS, the Property was initially zoned PUD Planned Unit Development pursuant to Resolution No. 72-34 of the County;

WHEREAS, a portion of the Property (Parcel A on Exhibit A) was developed as the Cove Village Mobile Home Park, and the Applicant's predecessor, Single Eagle Co., and the County executed a Development Agreement dated December 3, 1979 with respect to that parcel, which required the completion of certain improvements and imposed restrictions on the sale of lots;

WHEREAS, upon application of the Applicant, the County has amended the PUD Planned Unit Development zoning of the Property and has approved the Planned Unit Development now known as Swan Meadow Village pursuant to the following:

Resolution No. 81-66, adopted September 15, 1981, and recorded September 17, 1981 as Reception No. 228974;

The Planned Unit Development Agreement for Summit View Estates, dated September 15, 1981, and recorded September 17, 1981 as Reception No. 228975;

Resolution No. 82-48, adopted June 1, 1982, and recorded August 5, 1982 as Reception No. 243186;

Resolution No. 82-86, adopted November 16, 1982, and recorded November 3, 1983 as Reception No. 266843;

Resolution No. 83-46, adopted September 7, 1983, and recorded November 3, 1983 as Reception No. 266841; and

WHEREAS, the parties now wish to consolidate the above amendments and approvals into a single Amended Planned Unit Development Agreement, without making any substantive changes, but in order to facilitate future reviews and development of the Property;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration hereby receipted for, the parties hereto agree as follows:

A. USES PERMITTED AND DEVELOPMENT PLAN.

Use and development of the Property shall be in accordance with the

Development Plan attached as Exhibit B hereto and the following specific requirements:

1. Permitted Uses. The Property shall be developed in three phases as shown on the Development Plan. Permitted uses for Phase I, the existing mobile home park, shall be 88 mobile home units as presently developed. Permitted uses for Phase II shall be an additional 87 mobile home units. Permitted uses for Phase III shall be 107 factory-built (modular) dwelling units. The mobile home spaces in Phase I shall not be platted into individual lots or separately sold. Phase II and Phase III may be platted into individual lots for separate sale. However, no such lot shall be sold until the tenant occupying the lot and residents of Summit County have been given the first opportunity to purchase the lot pursuant to the procedure set forth in paragraphs 6 and 7 of the December 3, 1979 Development Agreement, which is incorporated herein by reference and made applicable to any sale of lots in Phase II or Phase III.

2. Completion of Phase I Improvements. No building permits shall be issued for Phase II and III until the Applicant has provided a financial guarantee acceptable to the County guarantying completion by November 1, 1981, of the uncompleted improvements as specified in attached Exhibit C.

3. Recreation Areas. Phases II and III shall each include a recreation area as shown on the Development Plan. Each recreation area shall include at a minimum:

- (a) tot lot
- (b) sodded play field
- (c) sand volleyball court
- (d) horseshoe pit
- (e) 2 picnic tables
- (f) 5 parking spaces

Each recreation area shall be completed prior to the issuance of any certificate of occupancy for that Phase.

4. Parking. The Applicant shall provide at least two parking spaces per unit. Parking spaces shall additionally satisfy any County parking regulations in effect at the time of construction.

5. Minimum Lot Size and Setbacks. Phase II lots or spaces shall be at least 5,000 square feet. Phase III lots or spaces shall be an average of 7,000 square feet and a minimum of 6,000 square feet. Minimum front and rear yard setbacks shall be 15 feet, and at least 20 feet shall be provided between units. This paragraph shall not apply to existing units which do not meet these requirements.

6. Public Use Areas. Except as such payment is specifically deferred herein, the Applicant shall pay to the County a public use areas fee in lieu of land dedication in accordance with the County's subdivision regulations. For Phase I the fee shall be \$17,904.00, as provided in the December 3, 1979 Development Agreement. For Phase II and Phase III, the fee shall be as required by the County's subdivision regulations, less a credit of up to 25 percent of the fee in consideration of the recreation facilities to be provided in each Phase pursuant to paragraph 3 above. The amount of the credit shall be determined by the County, and the public use areas fee shall be paid, prior to final plat approval of each Phase.

Payment of the public use areas fee for Phase I shall be deferred upon condition that the mobile home spaces in that Phase are rented only to persons residing and employed in Summit County. To determine compliance with this condition, the Applicant shall file an initial report with the planning department on or before December 1, 1983, detailing the occupancy of each unit during the preceding one year period. The report shall include name, period of occupancy, resident/employee status, and place of employment for each occupant. The report shall also indicate the reasons for any occupancy by other than residents and employees of Summit County. Upon review of the report, the planning department shall recommend to the Board of County Commissioners whether the public use areas fee for Phase I should be paid, in full or in part, or should be deferred for a further period with additional reporting requirements. After written notice to the Applicant, the Board shall so determine.

7. Development Schedule. Development of Phase I is to be completed in 1982. Development of Phase II is to begin in 1982 and be completed in 1984. Development of Phase III is to begin in 1985.

8. Platting. A perimeter plat for Phases II and III must be approved by the County prior to any development of those Phases.

9. Dog Controls. The Applicant understands that the Property is in a sensitive wildlife area and shall enforce strict dog controls through its rental agreements.

10. Phase III Site Plans. Phase III (Filing III) is to be developed in "clusters" of approximately 6 or 7 units. A site plan for one or more clusters shall be submitted to and approved by the planning department prior to development. Each site plan shall include coordinated plans for grading, drainage, utility installation, walkways, parking and landscaping/revegetation.

Such improvements shall either be completed or their completion guaranteed through a financial guarantee acceptable to the County, prior to the issuance of a certificate of occupancy for any unit in the cluster.

B. UTILITIES AND IMPROVEMENTS.

Public utilities, improvements and services shall be provided as set forth in this section. Detailed specifications and time schedules for their construction shall be set forth in the Improvements Agreement required as a condition of final plat approval.

1. Water System. Water service shall be provided through the East Dillon Water and Sanitation District.

2. Sewer System. Sewer service shall be provided through the County's Snake River Basin Sewer System.

3. Access. (a) Interior roads on the Property shall be privately owned and maintained, but shall be built to County standards and paved.

(b) Access to the Property shall be temporarily via existing Cove Boulevard and Royal Coachman Boulevard. Phase III shall not be developed until a new, paved, permanent access connecting the Property and Swan Mountain Road is constructed. It is understood that the new access road would serve the Summit Cove Planned Unit Development as well as the Property and would be jointly developed. Should the proposed road from Swan Mountain Road prove unfeasible, the Applicant shall provide or cooperate in providing an alternate permanent access acceptable to the County, which shall be constructed prior to development of Phase III.

(c) Royal Coachman Boulevard adjacent to the Property and to the point of intersection with the proposed new access road shall either be paved prior to final plat approval or a financial guarantee provided acceptable to the County, guarantying completion of paving by November 1, 1981.

4. Fire Protection. Fire protection shall be provided by the Snake River Fire Protection District, and fire protection equipment shall be installed on the Property as required by the District.

5. Landscaping. A detailed landscaping plan for Phase II and Phase III shall be submitted by the Applicant and approved by the County prior to site plan approval of each Phase.

C. GENERAL PROVISIONS.

1. Breach of Agreement. If any provision of this Agreement has been breached by the Applicant, the County may withhold approval of any or all site

plans or plats, or the issuance of any or all building permits applied for on the Property, until such breach has been remedied; provided, however, that the County shall not take any affirmative action on account of such breach until it shall have first notified the Applicant in writing and afforded the Applicant a reasonable opportunity to remedy the same.

2. Binding Effect. This Agreement shall run with the land and be binding upon the Applicant and the County, their respective successors, representatives and assigns, and all persons who may hereafter acquire an interest in the Property or any part thereof. This Agreement shall be recorded in order to put prospective purchasers or other interested persons on notice as to the terms contained herein. A release executed by the County shall be binding and shall release the Applicant and the subject Property from any claim by the County under the terms hereof.

3. Notices. All notices required under this Agreement shall be in writing, and shall be either hand delivered or sent by certified mail, return receipt requested, postage prepaid, as follows:

Notice to County:

Board of County Commissioners
P.O. Box 68
Breckenridge, CO 80424

Notice to Applicant:

Shelter America Corporation
14563 East Alameda Ave.
P.O. Box 31127
Denver, CO 80041

All notices so given by mail shall be considered delivered three days after the mailing thereof. Either party by notice so given may change the address to which future notices shall be sent.

4. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and nothing contained herein shall be construed as waiving any requirements of the County's zoning and subdivision regulations, common review procedures, or other regulations otherwise applicable to the development of the Property. This Agreement shall supersede the previous agreements of the parties with respect to the Property.

IN WITNESS WHEREOF, the County and the Applicant have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO

BY:

Don Peterson
Don Peterson, Chairman

ATTES:

Colleen Richmond
Colleen Richmond, Clerk and Recorder

SHELTER AMERICA CORPORATION

BY: *Donald G. Shirk*
President

ATTEST

Asst.

Lesley J. Beck
Secretary

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

The foregoing was acknowledged before me this *2nd* day of *MAY*, 1983, by *Donald G. Shirk* as President and *Ricky J. Beck* as Secretary of Shelter America Corporation.

Asst. My commission expires: *12/11/85*

Ellen Miller
Notary Public
Address: *14707 E. 2nd Ave.*
Denver, CO 80231



LEGAL DESCRIPTION - OVERALL

EXHIBIT A

PREPARED FOR: SHELTER AMERICA

PROJECT NO.: 81-016-20, -21 AND -23

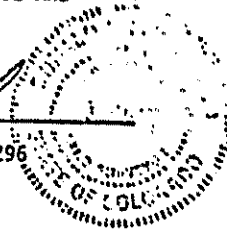
A TRACT OF LAND BEING A PORTION OF THE SW 1/4 OF SECTION 21 AND A PORTION OF LOTS 3, 4, 5 AND 6 OF SECTION 28 AND A PORTION OF THE W 1/2 OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 77 WEST OF THE 6TH PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS THE NORTHWEST CORNER OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 28, BEING A BRASS CAP, WHENCE THE NORTHEAST CORNER OF SAID SECTION 28 BEARS S 89° 55' 26" E 3915.64 FEET DISTANT; THENCE S 89° 54' 42" E ALONG THE NORTH LINE OF SAID SECTION 28 51.03 FEET; THENCE N 00° 06' 26" E 448.00 FEET; THENCE S 60° 53' 34" E 778.19 FEET; THENCE 475.56 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 70° 30' 20", A RADIUS OF 386.46 FEET, AND A CHORD WHICH BEARS S 35° 14' 43" W 446.12 FEET DISTANT; THENCE DUE SOUTH 989.42 FEET; THENCE 742.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 36° 53' 37", A RADIUS OF 1153.03 FEET, AND A CHORD WHICH BEARS S 18° 26' 49" E 729.69 FEET DISTANT; THENCE S 36° 53' 37" E 568.54 FEET; THENCE S 07° 00' 38" W 105.33 FEET; THENCE S 08° 49' 37" W 1454.49 FEET; THENCE N 89° 57' 03" W 798.00 FEET TO THE SW 1/16TH CORNER OF SAID SECTION 28 THENCE N 00° 09' 37" W 1326.76 FEET TO THE C-W 1/16TH CORNER OF SAID SECTION 29; THENCE N 00° 11' 24" W 2645.66 FEET TO THE POINT OF BEGINNING, CONTAINING 68.374 ACRES, MORE OR LESS.

I, DONALD A. LEIBENGOOD, CERTIFY THAT THIS LEGAL DESCRIPTION WAS WRITTEN BY ME AND UNDER MY SUPERVISION AND THAT IT IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

May 17, 1982
DATE

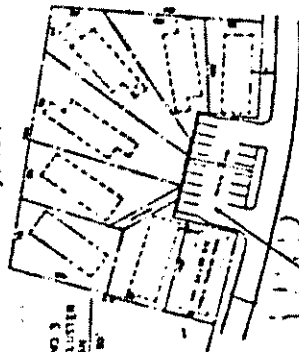
Donald A. Leibengood
DONALD A. LEIBENGOOD
COLORADO L.S. NO. 15296



SUMMIT VIEW ESTATES • Filings 2 & 3

(Located in Sec 28, T5S, R77W of the 6th P.M., Summit County, Co.)

EXHIBIT



FILE NO. 3
PAGE 2

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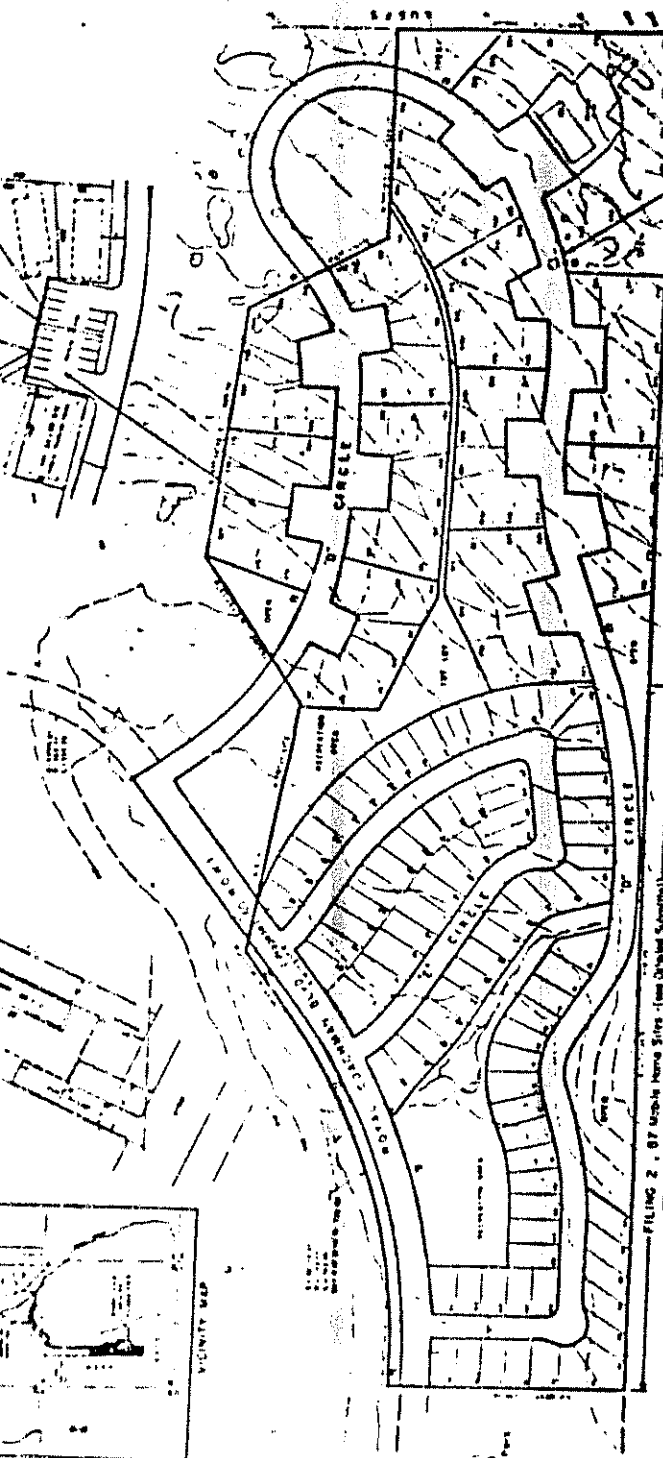
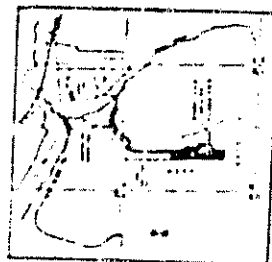


FIGURE 2 - 87 MONTHLY MEAN TEMPERATURES - JAMES A. HARRIS, JR., 1980-1981

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FILED 3 101 MAR 20 1964

DEVELOPER: SULLIVAN AMERICA CORP
14343 L ALAMITOS AVE
BIRMINGHAM, COLORADO
80004

MOUNTAIN AFFILIATES

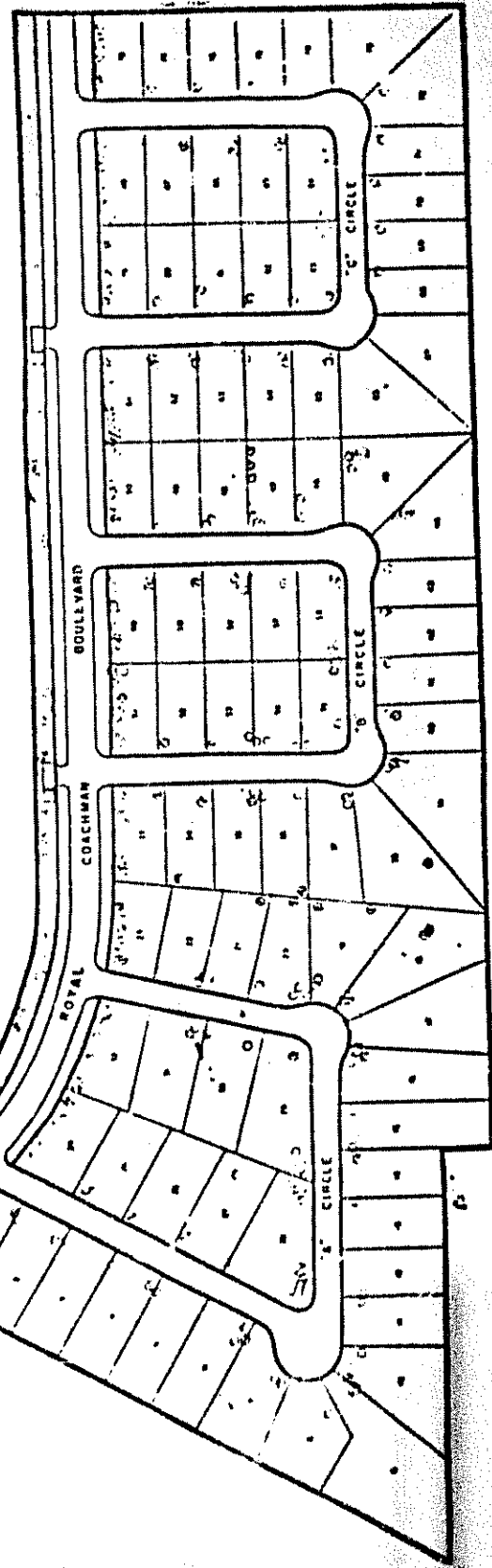
- LEGEND
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NOTES:

EXHIBIT B

← N
SCALE: 1" = 50'

VELOCITY MAP



Master Development Plan - Filing 1
Summit View Estates

MOUNTAIN AFFILIATES